

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David Zahniser	03/23/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cytc Corporation
<b>Street Address:</b>	250 Campus Drive
<b>City:</b>	Marlborough
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01752
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10008379
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<b>Total Attachments: 2</b> source=037Assign#page1.tif source=037Assign#page2.tif	

CH \$40.00 10008379

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, David Zahniser, citizen of United States of America (hereinafter referred to as "ASSIGNOR"), has invented and own a certain invention entitled **CYTOLOGICAL IMAGING SYSTEMS AND METHODS** for which application for Letters Patent of the United States of America has been filed on November 5, 2001, under application serial No. **10/008,379**; and

WHEREAS, **Cytec Corporation**, a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal place of business at 250 Campus Drive, Marlborough, Massachusetts 01752 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

3/23/05

Date

  
David Zahner